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[GrantedPublicAccess](#) [Logoff LAURA JORDAN](#)
14SL-CC04035 - SAMANTHA LOGAN V CHARTER COMMUNICATIONS, LLC (E-CASE)

Case Header	Parties & Attorneys	Docket Entries	Charges, Judgments & Sentences	Service Information	Filings Due	Scheduled Hearings & Trials	Civil Judgments	Garnishments/ Execution
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02/02/2015

☐ **Correspondence Sent**
☐ **Case Mgmt Conf Scheduled**
Scheduled For: 03/03/2015; 9:00 AM ; JOSEPH L. WALSH III; St Louis County

01/26/2015

☐ **Corporation Served**

Document ID - 15-SMCC-175; Served To - CHARTER COMMUNICATIONS, LLC; Server - ; Served Date - 20-JAN-15; Served Time - 00:00:00; Service Type - Sheriff Department; Reason Description - Served; Service Text - SHELLEY LEWID, DESIGNEE

01/09/2015

☐ **Alias Summons Issued**

Document ID: 15-SMCC-175, for CHARTER COMMUNICATIONS, LLC. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

01/06/2015

☐ **Alias Summons Requested**

Request for Alias Summons.

Filed By: BRET CHARLES KLEEFUSS

On Behalf Of: SAMANTHA LOGAN

12/04/2014

☐ **Summons Issued-Circuit**

Document ID: 14-SMCC-12503, for CHARTER COMMUNICATIONS, LLC. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

11/24/2014

☐ **Filing Info Sheet eFiling**
Filed By: BRET CHARLES KLEEFUSS

☐ **Entry of Appearance Filed**

Entry of Appearance.

Filed By: BRET CHARLES KLEEFUSS

On Behalf Of: SAMANTHA LOGAN

☐ **Pet Filed in Circuit Ct**

Petition.

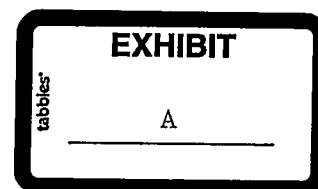
☐ **Judge Assigned**

DIV 17

Case.net Version 5.13.7.0

[Return to Top of Page](#)

Released 01/07/2015



JOAN M. GILMER
CIRCUIT CLERK
ST. LOUIS COUNTY CIRCUIT COURT
7900 CARONDELET AVENUE
CLAYTON, MISSOURI 63105 -1766

SPECIAL NEEDS: If you have special needs addressed by the American With Disabilities Act, please notify the Circuit Clerk's Office at 314/615-8029, Fax 314/615-8739, or TTY 314/615-4567, at least three business days in advance of the court proceeding.

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

CASE NUMBER: 14SL-CC04035
SAMANTHA LOGAN
VS

COURT DATE: MARCH 3, 2015
COURT TIME: 09:00 AM
DIVISION: DIV17

CHARTER COMMUNICATIONS, LLC

THE ABOVE STYLED CASE IS SET FOR A CASE MANAGEMENT CONFERENCE AT THE DATE, TIME AND DIVISION INDICATED ABOVE. YOU MUST APPEAR AT THE CONFERENCE. FAILURE TO APPEAR WILL RESULT IN THE COURT'S DESIGNATION OF THE DISCOVERY SCHEDULE AND MAY RESULT IN SANCTIONS OR THE CASE BEING DISMISSED.

JOAN M. GILMER, CIRCUIT CLERK
February 2, 2015



14SL-CC04035 DIV17
BRET CHARLES KLEEFUSS
1708 OLIVE STREET
SAINT LOUIS, MO 63103



IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: JOSEPH L. WALSH III	Case Number: 14SL-CC04035
Plaintiff/Petitioner: SAMANTHA LOGAN	Plaintiff's/Petitioner's Attorney/Address BRET CHARLES KLEEFUSS 1708 OLIVE STREET SAINT LOUIS, MO 63103
Defendant/Respondent: CHARTER COMMUNICATIONS, LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	

RECEIVED

JAN 16 2015

COLE COUNTY
SHERIFF'S OFFICEFILED
(Date File Stamp)

Summons in Civil Case

The State of Missouri to: CHARTER COMMUNICATIONS, LLC

Alias:

221 BOLIVAR
JEFFERSON CITY, MO 65101SERVE CSC-LAWYERS INCORPORATING
SERVICE COMPANY

COURT SEAL OF



ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

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09-JAN-2015

Date

Further Information:
TLCJAN 26 2015
JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

Clerk

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.
☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

Stalley Lewis (name) Director (title)

☐ other

Served at 221 Bolivar (address)

in City (County/City of St. Louis), MO, on 1/20/15 (date) at 12:00 PM (time).

Tracy White
Printed Name of Sheriff or Server

By John Stalley
Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees, if applicable

Summons	\$	
Non Est	\$	
Sheriff's Deputy Salary		
Supplemental Surcharge	\$	10.00
Mileage	\$	(_____ miles @ \$_____ per mile)
Total	\$	

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

2015
JAN 26
12:00 PM

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES**Purpose of Notice**

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CCADM73

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IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: JOSEPH L. WALSH III	Case Number: 14SL-CC04035
Plaintiff/Petitioner: SAMANTHA LOGAN	Plaintiff's/Petitioner's Attorney/Address BRET CHARLES KLEEFUSS 1708 OLIVE STREET SAINT LOUIS, MO 63103
Defendant/Respondent: CHARTER COMMUNICATIONS, LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	(Date File Stamp)

Summons in Civil Case

The State of Missouri to: CHARTER COMMUNICATIONS, LLC
Alias: SERVE CSC-LAWYERS INCORPORATING SERVICE COMPANY
 221 BOLIVAR JEFFERSON CITY, MO 65101

COURT SEAL OF

 ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

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09-JAN-2015
 Date

Further Information:
 TLC

Joan P. Dilley
 Clerk

Sheriff's or Server's Return

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I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____

Served at _____ (address)
 in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

 Printed Name of Sheriff or Server

 Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

My commission expires: _____ Date _____ Notary Public

Sheriff's Fees, if applicable

Summons \$ _____
 Non Est \$ _____
 Sheriff's Deputy Salary
 Supplemental Surcharge \$ 10.00
 Mileage \$ _____ (_____ miles @ \$. _____ per mile)
Total \$ _____

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THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

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CCADM73

IN THE 21st JUDICIAL CIRCUIT OF MISSOURI
ST. LOUIS COUNTY

SAMANTHA LOGAN,)	
)	
Plaintiff)	
)	Case No.: 14SL-CC04035
v.)	Division: 17
)	
CHARTER COMMUNICATIONS, LLC,)	
)	

COMES NOW Plaintiff and in support of her Request for Alias Summons states:

1. Defendant Charter Communications, LLC, had summons issued on December 4, 2014. That summons was not served in a timely manner and has expired.

2. Plaintiff respectfully requests this Court to issue alias summons to Defendant Charter Communications, LLC, at:

**Registered Agent
CSC-Lawyers Incorporating Service Company
221 Bolivar
Jefferson City, Missouri 65101**

3. No service fee is required because the places of service are in Cole County, Missouri, and St. Louis County, Missouri.

WHEREFORE Plaintiff respectfully prays that this Court issue alias summons to the Defendant at the location indicated above.

Respectfully submitted,

LAW OFFICES OF DERALD L.
GAB, P.C.

/s/Bret Kleefuss
Bret Kleefuss, #59175
bretcharles@yahoo.com
1708 Olive
St. Louis, Missouri 63103

Phone: (314) 367-4878

Fax: (314) 678-3998

Certificate of Service

The undersigned certifies that no service of this document is required as no Defendant has entered its appearance.

/s/Bret Kleefuss




IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: JOSEPH L. WALSH III	Case Number: 14SL-CC04035
Plaintiff/Petitioner: SAMANTHA LOGAN	Plaintiff's/Petitioner's Attorney/Address BRET CHARLES KLEEFUSS 1708 OLIVE STREET SAINT LOUIS, MO 63103
Defendant/Respondent: CHARTER COMMUNICATIONS, LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 7900 CARONDELET AVE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	(Date File Stamp)

Summons in Civil Case

The State of Missouri to: CHARTER COMMUNICATIONS, LLC
Alias: 221 BOLIVAR JEFFERSON CITY, MO 65101
 SERVE REGISTERED AGENT
 CSC-LAWYERS INCORPORATING
 SERVICE COMPANY

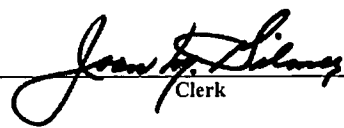
COURT SEAL OF

 ST. LOUIS COUNTY

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04-DEC-2014
 Date

Further Information:
 TLC


 Clerk

Sheriff's or Server's Return

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☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____

Served at _____ (address)
 in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

 Printed Name of Sheriff or Server

 Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal) Subscribed and sworn to before me on _____ (date).

My commission expires: _____ Date _____ Notary Public

Sheriff's Fees, if applicable

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ (_____ miles @ \$. _____ per mile)
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Twenty First Judicial Circuit

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CCADM73

IN THE 21st JUDICIAL CIRCUIT OF MISSOURI
ST. LOUIS COUNTY

SAMANTHA LOGAN,)	
)	
Plaintiff)	
)	Case No.:
v.)	Division:
)	
CHARTER COMMUNICATIONS, LLC,)	
)	
Defendant.)	

ENTRY OF APPEARANCE

Gregory Anderson hereby enters his appearance as co-counsel on behalf of Plaintiff and those similarly situated.

/s/ GREGORY ANDERSON
Gregory Anderson, #58827
greg@andersonhenderson.com
Anderson Henderson, LLC
7750 Clayton Road, Suite 102
St. Louis, MO 63117
Phone: (314) 266-5111
Fax: (314) 549-5702

*Attorney for Plaintiff and all those
similarly situated*

CERTIFICATE OF SERVICE

The undersigned states that this document will be served on Defendant along with the Petition according to Missouri law.

/s/Greg Anderson

IN THE 21st JUDICIAL CIRCUIT OF MISSOURI
ST. LOUIS COUNTY

SAMANTHA LOGAN,)	
)	
Plaintiff)	
)	Case No.:
v.)	Division:
)	
CHARTER COMMUNICATIONS, LLC,)	
)	JURY TRIAL DEMANDED
Serve:)	
Registered Agent)	
CSC-Lawyers Incorporating Service)	
Company)	
221 Bolivar)	
Jefferson City, Missouri 65101)	
)	
Defendant.)	

PETITION

Plaintiff, Samantha Logan ("Plaintiff"), individually and on behalf of all others similarly situated, by and through undersigned counsel and for her Complaint against Defendant Charter ("Charter"), hereby states and alleges the following:

Nature of Case

1. Charter employs salaried workers as door to door sales people, or ("DSP"). The DSP's job duties are supposed to be door-to-door sales. However, the reality of the job was that the DSPs were customer service representatives, field technicians, field mappers, and performed many other job duties unrelated to sales. Charter deemed the DSP's as exempt employees and did not pay them any overtime wages. During the relevant time preceding this action, Charter required these DSP employees to work overtime and without pay. On average a DSP employee would work 50 to 60 hours a week. Thereby, Charter received unpaid labor from its DSP employees on a consistent basis. Plaintiff seeks to recover unpaid overtime wages under the Fair

Labor Standards Act (“FLSA”) and Missouri wage and hour statutes and to recover damages under Missouri common law.

Venue

2. Venue is proper because Charter employs DSP workers in St. Louis County and the unlawful conduct giving rise to the claims occurred in St. Louis County.

Parties and Claims

3. Plaintiff Samantha Logan resides in St. Louis County, Missouri and worked as a DSP for Defendant Charter in St. Louis, Missouri.

4. Plaintiff brings Count I of this action as a collective action under the FLSA on behalf of themselves and all other similarly situated DSP employees within the last three years.

5. Plaintiff brings Count II of this lawsuit as a Class Action under the Missouri Minimum Wage Laws, R.S.Mo § 290.500 et seq. on behalf of herself and all other similarly situated DSP employees within the last two years.

6. Plaintiffs bring Counts III and IV of this lawsuit as a class action under Missouri common law on behalf of herself and all other similarly situated DSP workers employed by Defendant Charter within the last five years.

7. Defendant Charter Communications, LLC, is a Delaware corporation with its Missouri headquarters located within St. Louis County.

General Allegations

8. Plaintiff and similarly situated Charter DSP employees have consistently worked more than 40 hours per week. On average Charter DSP employees work 10 to 20 hours of overtime every week.

9. Charter deemed the DSP employees exempt and notified the DSP employees they are not entitled to overtime compensation when in fact DSP employees are non-exempt.

10. Based on Defendant Charter deeming the DSP employees as exempt Plaintiff and other similarly situated DSP workers have not reported, nor been compensated for all time worked.

11. Consequently, the Charter DSP employees consistently worked without compensation.

12. Plaintiff and all similarly situated DSP employees are entitled to compensation for time they worked.

13. Charter's deliberate failure to pay the DSP employees their earned wages and overtime compensation violates the FLSA and Missouri law.

14. Defendant Charter paid Plaintiff and other similarly situated DSP employees on a salary and commission basis and classified them as "exempt" under the FLSA and Missouri wage and hour laws.

15. Defendant Charter did not record all time worked by the DSP employees.

16. The policies and practices maintained and administered by Charter, instituted and approved by company managers resulted in Charter willfully failing to pay overtime compensation and willfully failing to keep accurate time records.

17. Charter thus enjoyed ill-gained profits at the expense of its DSP employees.

Collective and Class Action Allegations

18. Plaintiff brings Count I as a "opt-in" collective action under 29 U.S.C. §216 (b) on behalf of all those who filed a consent to join form with the Court.

19. Plaintiffs bring Counts II, III and IV of this lawsuit as an “opt-out” class action under Missouri common law on behalf of herself and all other similarly situated DSP workers.

20. Plaintiff individually and on behalf of similarly situated DSP employees seek relief on a collective basis challenging other FLSA violations, Charter’s practice of failing to accurately record and pay for all overtime hours worked. The number and identity of other Plaintiffs yet to opt-in and consent to be a party Plaintiff may be determined from Charter’s records and potential opt-in plaintiffs may easily and quickly be notified of the pendency of this action.

21. Plaintiff brings Count I of this Complaint as a Class Action on behalf of herself and as the class representative of the following persons:

- (a) all current and former DSP employees employed by Charter within three years preceding the date of filing this action.

22. Plaintiff brings Count II of this Complaint as a class action on behalf of herself and as the class representative of the following persons:

- (a) all current and former DSP employees employed by Charter within two years preceding the date of filing this action.

23. Plaintiff brings Count III and IV of this Complaint as a class action on behalf of herself and as the class representative of the following persons:

- (a) all current and former DSP employees employed by Charter within five years preceding the date of filing this action.

24. The state law claims, if certified for class wide treatment, are brought on behalf of all similarly situated DSP employees who do not opt out of the class action (hereinafter “the Class”).

25. Plaintiff's state law claims satisfy the numerosity, commonality, typicality, adequacy and superiority requirements of a class action.

26. The class satisfies the numerosity standards. The class consists of multiple persons who may be geographically disbursed. As a result, joinder of all class members in a single action is impractical. Class members may be informed of the pendency of this class action through direct mail.

27. Questions of fact and law common to the class predominate over any questions affecting only individual members. Questions of law and fact arising from Defendant's actions include, without limitation the following:

(i) whether Defendant failed to pay class members wages and overtime required under R.S. Mo. § 290.500 et seq.;

(ii) whether Defendant failed to fully and adequately record the hours worked by class members as required under R.S. Mo. § 290.500 et seq.;

(iii) whether Defendant is liable to class members pursuant to Quantum Meruit; and

(iv) whether Defendant has been unjustly enriched by its failure to pay class members for time worked.

28. The questions set forth above predominate any questions affecting only individual persons and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the state law claims.

29. Plaintiff's claims are typical of those of the Class and the Class Members in that the Class members have been employed in the same or sufficiently similar positions as Plaintiff and were subject to the same unlawful practices.

30. A class action is the appropriate method for the fair and efficient adjudication of this controversy. Charter has acted or refused to act on grounds generally applicable to the Class. The presentation of separate actions by individual Class members creates a risk of inconsistent and varying adjudications, establishing incompatible standards of conduct for Charter, and/or substantially impairing or impeding the ability of Class members to protect their interests.

31. Plaintiff is an adequate representative of the Class because she is a member of the Class and her interests do not conflict with the interests of other members of the Class she seeks to represent. The interests of the members of the Class will be fairly and adequately protected by Plaintiff and her undersigned counsel.

32. Maintenance of this action is a fair and efficient method for adjudicating this controversy. It would be impracticable and undesirable for each member of the Class who suffered harm to bring a separate action. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all Class members.

COUNT I: VIOLATION OF THE FAIR LABOR STANDARDS ACT OF 1938

33. Plaintiff reasserts and re-alleges the allegations set forth above.

34. At all times material herein, Plaintiff and other similarly situated persons have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. §§ 201 *et seq.*

35. The FLSA regulates, among other things, the payment of overtime to the DSP employees who are engaged in interstate commerce, or engaged in the production of goods for

commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. § 207(a)(1).

36. Charter is subject to the overtime pay requirements of the FLSA because it is an enterprise engaged in interstate commerce and its DSP employees are engaged in commerce.

37. During all times relevant to this action, Charter was the “employer” of Plaintiff and the Class within the meaning of the FLSA. 29 U.S.C. §§ 203(d) & (g).

38. During all times relevant to this action, Plaintiff and the Class were Charter’s “employees” within the meaning of the FLSA. 29 U.S.C. §§ 203(e) & (g).

39. The FLSA exempts certain categories of employees from overtime pay obligations; however, none of the FLSA exemptions apply to Plaintiff or other similarly situated DSP employees. 29 U.S.C. § 213.

40. Pursuant to the FLSA, non-exempt employees are entitled to be compensated at a rate of not less than one and one half times the regular rate at which such employees are employed for all work performed in *excess* of forty (40) hours in a work week. 29 U.S.C. § 207(a)(1).

41. Charter, pursuant to its policy and practice, violated the FLSA by refusing and failing to pay Plaintiff and other similarly situated DSP employees overtime wages required under the FLSA.

42. Plaintiff and all similarly situated DSP employees are victims of a uniform and department-wide compensation policy.

43. Plaintiff and all similarly situated DSP employees are entitled to damages equal to the mandated overtime premium pay within the three (3) years preceding the filing of the

Complaint, plus periods of equitable tolling, because Charter acted willfully and knew, or showed reckless disregard for whether, its conduct was prohibited by the FLSA.

44. Charter has not acted in good faith or with reasonable grounds to believe that its actions and omissions were not a violation of the FLSA, and as a result thereof, Plaintiff and other similarly situated DSP employees are entitled to recover an award of liquidated damages in an amount equal to the amount of unpaid overtime pay permitted by 29 U.S.C. § 216(b). Alternatively, should the Court find that Charter did not act willfully in failing to pay overtime compensation, Plaintiff and all similarly situated DSP employees are entitled to an award of prejudgment interest at the applicable legal rate.

45. As a result of the aforesaid willful violations of the FLSA's overtime pay provisions, overtime compensation has been unlawfully withheld by Charter from Plaintiff and all similarly situated DSP employees. Accordingly, Charter is liable under 29 U.S.C. §216(b), together with an additional amount as liquidated damages, pre and post-judgment interest, reasonable attorneys' fees and costs of this action.

WHEREFORE, on Count I of this Complaint, Plaintiff and all similarly situated DSP employees demand judgment against Charter and pray for: (1) compensatory damages; (2) liquidated damages; (3) attorneys' fees and costs as allowed by Section 16(b) of the FLSA; (4) pre-judgment and post-judgment interest as provided by law; and (5) such other relief as the Court deems fair and equitable.

COUNT II: VIOLATION OF MISSOURI'S WAGE AND HOUR LAWS

46. Plaintiff reasserts and re-alleges the allegations set forth above.

47. At all relevant times herein, Plaintiff and the Class have been entitled to the rights, protections, and benefits provided under Missouri's wage and hour laws. R.S.Mo. § 290.500(3) *et seq.*

48. Missouri's wage and hour laws regulate, among other things, the payment of overtime wages by employers, subject to limited exemptions not applicable herein. R.S.Mo. §§ 290.500(3) & (4); R.S.Mo. § 290.505.1.

49. During all time relevant to this action, Monsanto was the "employer" of Plaintiff and the Class within the meaning of the Missouri's wage and hour laws. R.S.Mo. §§ 290.500(3) & (4).

50. During all times relevant to this action, Plaintiff and the Class were Charter's "employees" within the meaning of Missouri's wage and hour laws. R.S.Mo. § 290.500(3).

51. Missouri's wage and hour laws exempt certain categories of employees from Missouri's overtime wage and other obligations, none of which apply to Plaintiff or the Class. R.S.Mo. § 290.500(3).

52. Pursuant to Missouri's wage and hour laws, employees are entitled to be compensated at a rate of not less than one and one-half times the regular rate at which such employees are employed for all work performed in excess of forty (40) hours in a work week. R.S.Mo. §290.505.1.

53. Charter, pursuant to its policy and practice, violated Missouri's wage and hour laws by refusing and failing to pay Plaintiff and other similarly situated DSP employees overtime wages required under Missouri law. R.S.Mo. § 290.505.1.

54. Plaintiff and the Class are victims of a uniform and department-wide compensation policy. This uniform policy, in violation of Missouri's wage and hour laws, has been applied, and continues to be applied, to all Class members.

55. Plaintiff and all similarly situated DSP employees are entitled to damages equal to all unpaid overtime wages due within (2) years preceding the filing of this Complaint plus periods of equitable tolling along with an additional amount as liquidated damages. R.S.Mo. § 290.527.

56. Plaintiff and the Class are entitled to an award of pre-judgment and post-judgment interest at the applicable legal rate.

57. Charter is liable pursuant to R.S.Mo. § 290.257 for Plaintiffs' costs and reasonable attorneys' fees incurred in this action.

WHEREFORE, on Count II of this Complaint, Plaintiff and all similarly situated DSP employees demand judgment against Charter and pray for: (1) compensatory damages; (2) liquidated damages; (3) attorneys' fees and costs as allowed by R.S. Mo § 290.257; (4) pre-judgment and post-judgment interest as provided by law; and (5) such other relief as the Court deems fair and equitable.

COUNT III – QUANTUM MERUIT

58. Plaintiffs reassert and re-allege the allegations set forth above.

59. Charter recognized the benefits conferred upon it by Plaintiff and others similarly situated.

60. Charter accepted and retained the benefits under circumstances that would render such retention inequitable.

61. Charter has thereby been unjustly enriched and/or Plaintiff and other similarly situated DSP employees have been damaged.

62. The payment requested by Plaintiff and others similarly situated DSP employees for the benefits produced by them is based on customary and reasonable rates for such services or like services at the time and in the locality where the services were rendered.

63. Plaintiff and the Class are entitled to damages equal to all unpaid wages due within five (5) years preceding the filing of this Complaint plus periods of equitable tolling.

64. Plaintiff and the Class are entitled to an award of pre-judgment and post-judgment interest at the applicable legal rate.

WHEREFORE, on Count III of this Complaint, Plaintiff and all similarly situated DSP employees demand judgment against Charter and pray for (1) compensatory damages; (2) pre-judgment and post-judgment interest as provided by law; and (3) such other relief as the Court deems fair and equitable.

COUNT IV – UNJUST ENRICHMENT

65. Plaintiff reasserts and re-alleges the allegations set forth above.

66. Plaintiff and others similarly situated DSP employees conferred benefits on Charter in the form of unpaid labor and Charter received such benefits conferred upon it by Plaintiff and those similarly situated.

67. Charter appreciated the fact of the benefits.

68. Charter accepted and retained the benefits in circumstances that render such retention inequitable.

69. Charter has thereby been unjustly enriched and/or Plaintiff and others similarly situated have been damaged.

70. Plaintiff and all similarly situated DSP employees are entitled to damages equal to all unpaid wages due within five (5) years preceding the filing of this Complaint plus periods of equitable tolling.

71. Plaintiff and the Class are entitled to an award of pre-judgment and post-judgment interest at the applicable legal rate.

WHEREFORE, on Count IV of this Complaint, Plaintiff and all similarly situated DSP employees demand judgment against Charter and pray for: (1) compensatory damages; (2) pre-judgment and post-judgment interest as provided by law; and (3) such other relief as the Court deems fair and equitable.

DEMAND FOR JURY TRIAL

Plaintiff and the Class hereby request a trial by jury as to all issues triable by jury.

DATED: NOVEMBER 12, 2014

Respectfully submitted,

LAW OFFICES OF DERALD L. GAB, P.C.

/s/Bret Kleefuss

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similarly situated*

CERTIFICATE OF SERVICE

The undersigned states that this Petition will be served on Defendant according to Missouri law.

/s/Bret Kleefuss